U.S. Department of Justice Washington, DC 20530

Exhibit B

To Registration Statement

OMB No. 1105-0007 Approval Expires Nov. 30, 1993

Under the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement, Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant

Hogan & Hartson



Name of Foreign Principal

Grand Metropolitan, Incorporated

Check Appropriate Boxes:

- 1. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
- 2. There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 3. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant will advise and represent the foreign principal in connection with, but not limited to, current legislative and regulatory developments affecting the foreign principal.

Formerly OBD-65

5. Describe fully the activities the registrar	nt engages in or proposes to engage in on beha	If of the above foreign principal.
See item 4 above.		
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6. Will the activities on behalf of the above Yes ⊠ No □	e foreign principal include political activities a	s defined in Section 1(0) of the Act?1
The registrant's activities of communications with Executive agencies, and with members of and actions of the Executive	indicating, among other things, the relations, in itere this purpose. In behalf of the foreign principal Branch officials, with official the U.S. Congress and their statement and of U.S. Government age foreign principal, including witing to the business of Grand Metalest and the statement of the business of Grand Metalest and the statement age.	al occasionally may include s of U.S. Government aff relating to legislation gencies that may affect or without limitation U.S. laws,
Date of Exhibit B	Name and Title	Signature
June 14, 1993	W. Michael House, Partner	4 mild me

Political activity as defined in Section 1(0) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign political party.

HOGAN & HARTSON

COLUMBIA SQUARE

555 THIRTEENTH STREET NW

WASHINGTON DC 20004-1109

(202) 637-5600

March 12, 1993

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WILLIAM MIKE HOUSE PARTNER DIRECT DIAL (202) 637-8636

> Mr. Raymond R. Krause Vice President Government & Community Affairs Grand Metropolitan 712 Fifth Avenue, Suite 4600 New York, New York 10019

Dear Ray:

We are very pleased that Grand Metropolitan has engaged Hogan & Hartson to represent the company in its general Washington, DC representation and issue management. This letter sets forth the terms upon which we will provide professional services to Grand Metropolitan in connection with that project.

Nancy Granese and I will have primary responsibility for this matter and Bert Pena will assist. We will be able to call on other attorneys and legal assistants in the firm whenever necessary.

We will provide our services for a monthly retainer of \$5,000 plus out-of-pocket costs. We will bill you monthly for these legal services and other charges. Payment in full is required within 30 days of your receipt of our statement.

If in connection with this representation major other charges are incurred, such as printing bills, filing fees, court reporting fees, and expert witness fees, our normal practice is to forward such statements directly to you for prompt payment.

As you know, Hogan & Hartson represents and in the future will represent other clients that are or may be involved in transactions or have other contacts with Grand Metropolitan and/or its affiliates. We understand that Grand Metropolitan consents to the firm's continued and future representation of such other clients without the need for any further consents from Grand Metropolitan when there is no direct conflict, such as where there is no direct relationship between such representation of such other clients and the matters the firm is handling for Grand Metropolitan, or where matters the firm is handling for either Grand Metropolitan or such other clients involve legislative or policy issues or administrative proceedings unrelated to the representation of the other client.

HOGAN & HARTSON

Mr. Raymond R. Krause March 12, 1993 Page Two

This will confirm our understanding that Grand Metropolitan is our client for specific matters on which it engages us, and we shall not be deemed to represent its affiliated corporations unless Grand Metropolitan advises us that such entities are directly involved in or affected by our representation of Grand Metropolitan.

If this correctly reflects our understanding, please sign, date, and return to me the enclosed copy of this letter. If you have any questions regarding any aspects of our representation, please call me.

Again, we are pleased that you have asked us to handle this matter. We look forward to working with you and to developing a more extensive relationship with you and Grand Metropolitan.

Sincerely,

W. Michael House

Grand Metropolitan

Raymond R. Krause

Vice President, Government and

Community Affairs

Date

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